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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

BRANDON GRAY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LUXOTTICA OF AMERICA INC. d/b/a
LENSCRAFTERS,

Defendant.

Case No. 8:24-cv-00160-MRA-DFM

**STIPULATED PROTECTIVE
ORDER AND HIPAA QUALIFIED
PROTECTIVE ORDER**

Judge: Hon. Mónica Ramírez
Almadani

1. PURPOSES AND LIMITATIONS

Disclosures and discovery activity in this action are likely to involve production of confidential, proprietary, or private information, including protected health information (“PHI”), for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, pursuant to Federal Rule of Civil Procedure 26(c), 45 C.F.R. § 164.512, and the applicable local rules, the parties stipulate to and petition the Court to enter the following Stipulated Protective Order and Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. § 164) (“HIPAA”) Qualified Protective Order (the “Order”). Defendant Luxottica of America Inc. (“Luxottica”) and Plaintiff Brandon Gray (“Plaintiff”) (collectively, the “Parties;” each a “Party”), by and through their respective counsel, acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c) and PHI as that term is defined under HIPAA and the Federal Regulations enacted pursuant to HIPAA.

1 2.3 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”

2 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
3 the disclosure of which to another Party or Non-Party would create a substantial risk
4 of serious harm that could not be avoided by less restrictive means.

5 2.4 Counsel (without qualifier): Outside Counsel of Record and House
6 Counsel (as well as their support staff).

7 2.5 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL” “CONFIDENTIAL PROTECTED HEALTH
10 INFORMATION,” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
11 ONLY.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless of
13 the medium or manner in which it is generated, stored, or maintained (including,
14 among other things, testimony, transcripts, and tangible things), that are produced or
15 generated in disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this action.

19 2.8 House Counsel: attorneys who are employees of a party to this action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

22 2.9 Non-Party: any natural person, partnership, corporation, association, or
23 other legal entity not named as a Party to this action.

24 2.10 Outside Counsel of Record: attorneys who are not employees of a party
25 to this action but are retained to represent or advise a party to this action and have
26 appeared in this action on behalf of that party or are affiliated with a law firm which
27 has appeared on behalf of that party.

28 2.11 Party: any party to this action, including all of its officers, directors,

1 employees, consultants, retained experts, and Outside Counsel of Record (and their
2 support staffs).

3 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this action.

5 2.13 Professional Vendors: persons or entities that provide litigation support
6 services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)
8 and their employees and subcontractors.

9 2.14 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL,” “CONFIDENTIAL PROTECTED HEALTH
11 INFORMATION,” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
12 ONLY.”

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also (1) any information copied or
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or
19 compilations of Protected Material; and (3) any testimony, conversations, or
20 presentations by Parties or their Counsel that might reveal Protected Material.
21 However, the protections conferred by this Stipulation and Order do not cover the
22 following information: (a) any information that is in the public domain at the time of
23 disclosure to a Receiving Party or becomes part of the public domain after its
24 disclosure to a Receiving Party as a result of publication not involving a violation of
25 this Order, including becoming part of the public record through trial or otherwise;
26 and (b) any information known to the Receiving Party prior to the disclosure or
27 obtained by the Receiving Party after the disclosure from a source who obtained the
28 information lawfully and under no obligation of confidentiality to the Designating

1 Party. Any use of Protected Material at trial shall be governed by a separate
2 agreement or order.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition shall be
7 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
8 or without prejudice; and (2) final judgment herein after the completion and
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
10 including the time limits for filing any motions or applications for extension of time
11 pursuant to applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items, or oral or written
18 communications that qualify – so that other portions of the material, documents,
19 items, or communications for which protection is not warranted are not swept
20 unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (e.g., to unnecessarily encumber or retard the case development process or
24 to impose unnecessary expenses and burdens on other parties) expose the
25 Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

7 (a) For information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
10 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” to each page that
11 contains protected material. If only a portion or portions of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins). If the confidential
14 information used or disclosed is PHI, the designating party shall affix the phrase
15 “CONFIDENTIAL PROTECTED HEALTH INFORMATION” on each page
16 containing the PHI. In addition, Luxottica may redact portions of documents
17 pertaining to patients where the disclosure of which is not relevant to the issues
18 presented in the litigation. Examples include references to diagnosis or treatment.
19 The foregoing right shall not extend to the “Case ID”.

20 A Party or Non-Party that makes original documents or materials available for
21 inspection need not designate them for protection until after the inspecting Party has
22 indicated which material it would like copied and produced. During the inspection
23 and before the designation, all of the material made available for inspection shall be
24 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
25 it wants copied and produced, the Producing Party must determine which documents,
26 or portions thereof, qualify for protection under this Order. Then, before producing
27 the specified documents, the Producing Party must affix the “CONFIDENTIAL,”
28 “CONFIDENTIAL PROTECTED HEALTH INFORMATION,” or “HIGHLY

1 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" legend to each page that
2 contains Protected Material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in deposition, that the Designating Party either
6 identify on the record, before the close of the deposition, all protected testimony, or
7 identify protected testimony in a statement pursuant to Fed. R. Civ. Proc. 30(e).

8 (c) for testimony given in pretrial or trial proceedings, that the Designating
9 Party identify on the record, before the close of the hearing, or other proceeding, all
10 protected testimony.

11 (d) for information produced in some form other than documentary and for
12 any other tangible items, that the Producing Party affix in a prominent place on the
13 exterior of the container or containers in which the information or item is stored the
14 legend "CONFIDENTIAL," "CONFIDENTIAL PROTECTED HEALTH
15 INFORMATION," or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
16 ONLY." If only a portion or portions of the information or item warrant protection,
17 the Producing Party, to the extent practicable, shall identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive
20 the Designating Party's right to secure protection under this Order for such material.
21 Upon timely correction of a designation, the Receiving Party must make reasonable
22 efforts to assure that the material is treated in accordance with the provisions of this
23 Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time. Unless a prompt challenge to a
27 Designating Party's confidentiality designation is necessary to avoid foreseeable,
28 substantial unfairness, unnecessary economic burdens, or a significant disruption or

1 delay of the litigation, a Party does not waive its right to challenge a confidentiality
2 designation by electing not to mount a challenge promptly after the original
3 designation is disclosed.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
5 resolution process by providing written notice of each designation it is challenging
6 and describing the basis for each challenge. To avoid ambiguity as to whether a
7 challenge has been made, the written notice must recite that the challenge to
8 confidentiality is being made in accordance with this specific paragraph of the
9 Protective Order. The parties shall attempt to resolve each challenge in good faith
10 and must begin the process by conferring directly (in voice to voice dialogue; other
11 forms of communication are not sufficient) within 14 days of the date of service of
12 notice. In conferring, the Challenging Party must explain the basis for its belief that
13 the confidentiality designation was not proper and must give the Designating Party
14 an opportunity to review the designated material, to reconsider the circumstances,
15 and, if no change in designation is offered, to explain the basis for the chosen
16 designation. A Challenging Party may proceed to the next stage of the challenge
17 process only if it has engaged in this meet and confer process first or establishes that
18 the Designating Party is unwilling to participate in the meet and confer process in a
19 timely manner.

20 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
21 court intervention, the Designating Party shall file and serve a motion to retain
22 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
23 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days
24 of the parties agreeing that the meet and confer process will not resolve their dispute,
25 whichever is earlier. Each such motion must be accompanied by a competent
26 declaration affirming that the movant has complied with the meet and confer
27 requirements imposed in the preceding paragraph. Failure by the Designating Party
28 to make such a motion including the required declaration within 21 days (or 14 days,

1 if applicable) shall automatically waive the confidentiality designation for each
2 challenged designation. In addition, the Challenging Party may file a motion
3 challenging a confidentiality designation at any time if there is good cause for doing
4 so, including a challenge to the designation of a deposition transcript or any portions
5 thereof. Any motion brought pursuant to this provision must be accompanied by a
6 competent declaration affirming that the movant has complied with the meet and
7 confer requirements imposed by the preceding paragraph.

8 The burden of persuasion in any such challenge proceeding shall be on the
9 Designating Party. Frivolous challenges, and those made for an improper purpose
10 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived
12 the confidentiality designation by failing to file a motion to retain confidentiality as
13 described above, all parties shall continue to afford the material in question the level
14 of protection to which it is entitled under the Producing Party's designation until the
15 court rules on the challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this
19 case only for prosecuting, defending, or attempting to settle this litigation. Such
20 Protected Material may be disclosed only to the categories of persons and under the
21 conditions described in this Order. When the litigation has been terminated, a
22 Receiving Party must comply with the provisions of section 13 below (FINAL
23 DISPOSITION).

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL," or "CONFIDENTIAL PROTECTED HEALTH
28 INFORMATION" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this action, as well
2 as employees of said Outside Counsel of Record to whom it is reasonably necessary
3 to disclose the information for this litigation;

4 (b) independent contractors of the Receiving Party's Outside Counsel of
5 Record in this action to whom disclosure is reasonably necessary for this litigation
6 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
7 A);

8 (c) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this litigation;

10 (d) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this litigation and who have signed the
12 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

13 (e) the court and its personnel;

14 (f) court reporters and their staff, professional jury or trial consultants,
15 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
16 for this litigation and who have signed the "Acknowledgment and Agreement to Be
17 Bound" (Exhibit A);

18 (g) during their depositions, witnesses in the action to whom disclosure is
19 reasonably necessary and who have signed the "Acknowledgment and Agreement to
20 Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered
21 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
22 reveal Protected Material must be separately bound by the court reporter and may not
23 be disclosed to anyone except as permitted under this Stipulated Protective Order.

24 (h) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information.

26 7.3 Disclosure of "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
27 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in
28 writing by the Designating Party, items marked "HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY" may be disclosed only to:

2 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
3 as employees of said Outside Counsel of Record to whom it is reasonably necessary
4 to disclose the information for this Action;

5 (b) independent contractors of the Receiving Party's Outside Counsel of
6 Record in this action to whom disclosure is reasonably necessary for this litigation
7 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
8 A);

9 (c) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 (d) the court and its personnel;

13 (e) private court reporters and their staff to whom disclosure is reasonably
14 necessary for this Action and who have signed the "Acknowledgment and
15 Agreement to Be Bound" (Exhibit A);

16 (f) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (g) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information; and

21 (h) any mediator or settlement officer, and their supporting personnel, mutually agreed
22 upon by any of the parties engaged in settlement discussions.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
24 PRODUCED IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this action as
27 "CONFIDENTIAL," "CONFIDENTIAL PROTECTED HEALTH
28 INFORMATION," or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY” that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall
3 include a copy of the subpoena or court order;

4 (b) promptly notify in writing the party who caused the subpoena or order
5 to issue in the other litigation that some or all of the material covered by the
6 subpoena or order is subject to this Protective Order. Such notification shall include
7 a copy of this Stipulated Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued
9 by the Designating Party whose Protected Material may be affected.

10 If the Designating Party timely seeks a protective order, the Party served with
11 the subpoena or court order shall not produce any information designated in this
12 action as “CONFIDENTIAL,” “CONFIDENTIAL PROTECTED HEALTH
13 INFORMATION,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY” before a determination by the court from which the subpoena or order
15 issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that
17 court of its confidential material – and nothing in these provisions should be
18 construed as authorizing or encouraging a Receiving Party in this action to disobey a
19 lawful directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
21 BE PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a
23 Non-Party in this action and designated as “CONFIDENTIAL,” “CONFIDENTIAL
24 PROTECTED HEALTH INFORMATION,” or “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in
26 connection with this litigation is protected by the remedies and relief provided by
27 this Order. Nothing in these provisions should be construed as prohibiting a Non-
28 Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-
6 Party that some or all of the information requested is subject to a confidentiality
7 agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated
9 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
10 specific description of the information requested; and

11 (3) make the information requested available for inspection by the
12 Non-Party.

13 (c) If the Non-Party fails to object or seek a protective order from this court
14 within 14 days of receiving the notice and accompanying information, the Receiving
15 Party may produce the Non-Party's confidential information responsive to the
16 discovery request. If the Non-Party timely seeks a protective order, the Receiving
17 Party shall not produce any information in its possession or control that is subject to
18 the confidentiality agreement with the Non-Party before a determination by the
19 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
20 expense of seeking protection in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED
22 MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
27 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
28 persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the “Acknowledgment and
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
4 OTHERWISE PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other protection,
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
8 Procedure 26(b)(5)(B). The Parties further agree that pursuant to Federal Rule of
9 Evidence 502, the production of a privileged or work-product-protected document,
10 whether inadvertent or otherwise, is not a waiver of privilege or protection from
11 discovery in this case or in any other federal or state proceeding. This provision is
12 not intended to modify whatever procedure may be established in an e-discovery
13 order that provides for production without prior privilege review. Pursuant to Federal
14 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
15 effect of disclosure of a communication or information covered by the attorney-client
16 privilege or work product protection, the parties may incorporate their agreement in
17 the stipulated protective order submitted to the court.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in this
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. Without written permission from the
27 Designating Party or a court order secured after appropriate notice to all interested
28 persons, a Party may not file in the public record in this action any Protected

1 Material. A Party that seeks to file under seal any Protected Material must comply
2 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant
3 to a court order authorizing the sealing of the specific Protected Material at issue.
4 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
5 establishing that the Protected Material at issue is privileged, protectable as a trade
6 secret, or otherwise entitled to protection under the law. If a Receiving Party's
7 request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is
8 denied by the court, then the Receiving Party may file the information in the public
9 record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

11 Within 60 days after the final disposition of this action, as defined in
12 paragraph 4, each Receiving Party must return all Protected Material to the
13 Producing Party or destroy such material. As used in this subdivision, "all Protected
14 Material" includes all copies, abstracts, compilations, summaries, and any other
15 format reproducing or capturing any of the Protected Material. Whether the
16 Protected Material is returned or destroyed, the Receiving Party must submit a
17 written certification to the Producing Party (and, if not the same person or entity, to
18 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
20 that the Receiving Party has not retained any copies, abstracts, compilations,
21 summaries or any other format reproducing or capturing any of the Protected
22 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
23 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
24 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
25 work product, and consultant and expert work product, even if such materials contain
26 Protected Material. Any such archival copies that contain or constitute Protected
27 Material remain subject to this Protective Order as set forth in Section 4
28 (DURATION).

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: October 31, 2024

BURSOR & FISHER, P.A.

4 By: /s/ Brittany S. Scott

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19 *Attorneys for Plaintiff*

20
21 Dated: October 31, 2024

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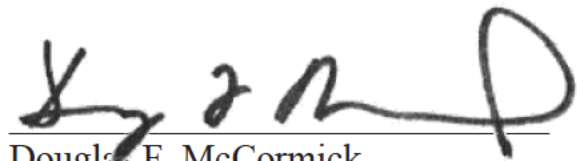
SIGNATURE ATTESTATION

Pursuant to L.R. 5-4.3.4(2), the filer attests that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

/s/ Brittany S. Scott

Pursuant to the Stipulated Protective Order and HIPAA Qualified Protective Order filed October 31, 2024, IT IS SO ORDERED.

DATED: November 5, 2025



Douglas F. McCormick

Attorney at Law

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ [date] in the case of *Gray v. Luxottica Of America Inc. d/b/a*
LensCrafters, Case No. 8:24-cv-00160-MRA-DFM. I agree to comply with and to
be bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____